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30-2025-01518049-CU-OE-CXC - ROA # 12 - DAVID H. YAMASAKI, Clerk of the Court By S. Juarez, Deputy Clerk.

Danielle H. Moore (SBN 232480)
E-Mail: dmoore@fisherphillips.com
Keia J. Atkinson (SBN 316649)
E-Mail: katkinson@fisherphillips.com
A.J. Sparagna (SBN 335193)
E-Mail: asparagna@fisherphillips.com
Matthew C. Costello (SBN 363763)
E-Mail: asparagna@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendant
OBSIDIAN ENTERTAINMENT, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

VICTORIA TURNER, individually and on behalf of all others similarly situated, Plaintiff, v. OBSIDIAN ENTERTAINMENT, INC.; and DOES 1 through 20, Inclusive, Defendants.	CASE NO. 30-2025-01518049-CU-OE-CXC *[Unlimited Jurisdiction]* *Assigned for all purposes to the Honorable David A. Hoffer, Dept. CX103* **ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT OBSIDIAN ENTERTAINMENT, INC. TO PLAINTIFF'S FIRST AMENDED COMPLAINT** Complaint Filed: October 9, 2025 FAC Filed: January 12, 2026 Trial Date: Not Set

Defendant OBSIDIAN ENTERTAINMENT, INC. ("Defendant") responds to Plaintiff VICTORIA TURNER's ("Plaintiff") unverified First Amended Complaint ("FAC") as follows:

ANSWER

Pursuant to Section 431.30, subdivision (d) of the California Code of Civil Procedure, Defendant denies, generally and specifically, each and every allegation in the FAC. Defendant further denies, generally and specifically, that Plaintiff and/or any putative class members she purports to represent have suffered any injury or been damaged in any sum whatsoever by reason of any act or omission on the part of Defendant, or any of its past or present agents, representatives, or employees.

DEFENSES OR AFFIRMATIVE DEFENSES

Defendant has not completed its investigation of the facts of this case, has not completed discovery in this matter, and has not completed its preparation for trial. The defenses and affirmative defenses asserted herein are based on Defendant's knowledge, information and belief at this time, and Defendant specifically reserves the right to modify, amend or supplement any defense or affirmative defense contained herein at any time. Without conceding that it bears the burden of proof or persuasion as to any one of these, Defendant alleges the following defenses and affirmative defenses to the FAC:

FIRST DEFENSE OR AFFIRMATIVE DEFENSE

1. Plaintiff's FAC fails to state facts sufficient to constitute valid claims against Defendant upon which relief can be granted.

SECOND DEFENSE OR AFFIRMATIVE DEFENSE

2. Plaintiff's FAC, and each and every cause of action therein, is barred by the applicable statute of limitations, including, but not limited to, Code of Civil Procedure sections 338, 340, 343, California Business & Profession Code section 17208, and any other applicable state or federal laws.

THIRD DEFENSE OR AFFIRMATIVE DEFENSE

3. Plaintiff's FAC is barred, in whole or in part, because Plaintiff and any putative class member and/or other allegedly aggrieved employees consented to and/or acquiesced in the alleged conduct by Defendant of which Plaintiff now complains.

FOURTH DEFENSE OR AFFIRMATIVE DEFENSE

4. Plaintiff's FAC is barred, in whole or in part, by the doctrines of waiver, estoppel, and laches because Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, is guilty of undue delay in filing and prosecuting this suit, and Defendant neither knew nor had reason to know of the alleged acts and omissions complained of in this case. Furthermore, certain putative class members and/or allegedly aggrieved employees that Plaintiff seeks to represent may be estopped from bringing claims for California Labor Code violations because they voluntarily waived meal periods or rest breaks.

FIFTH DEFENSE OR AFFIRMATIVE DEFENSE

5. Plaintiff's FAC is barred, in whole or in part, by the doctrine of unclean hands. Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, through their actions and representations, led Defendant to believe they were properly paid and received all wages to which they were legally entitled.

SIXTH DEFENSE OR AFFIRMATIVE DEFENSE

6. Plaintiff's FAC is barred, in whole or in part, by the doctrine of res judicata and/or collateral estoppel because Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, is bound by prior determinations made by any person or authority with competent jurisdiction.

SEVENTH DEFENSE OR AFFIRMATIVE DEFENSE

7. Plaintiff's claims, as well as the claims of any putative class member and/or allegedly aggrieved employees she seeks to represent, are barred, in whole or in part, by the doctrines of accord and satisfaction.

EIGHTH DEFENSE OR AFFIRMATIVE DEFENSE

8. Plaintiff's claims, as well as the claims of any putative class member and/or allegedly aggrieved employees she seeks to represent, are barred, in whole or in part, because Plaintiff cannot satisfy the requirements for a representative action, including but not limited to manageability.

NINTH DEFENSE OR AFFIRMATIVE DEFENSE

9. Plaintiff's claims, as well as the claims of any putative class member and/or allegedly aggrieved employee she seeks to represent, are barred from recovering penalties from Defendant for any alleged failure to pay wages because there is a good faith dispute about whether any amounts are owed, and if any amounts are owed, what amounts are owed based on the applicable law or facts.

TENTH DEFENSE OR AFFIRMATIVE DEFENSE

10. Plaintiff's FAC is barred, in whole or in part, to the extent any putative class member and/or allegedly aggrieved employees Plaintiff seeks to represent have executed a

severance agreement, settlement agreement, or other agreement containing a valid release of the claims asserted in this action. By virtue of such agreements, those individuals have waived or released the claims they now seek to pursue and therefore cannot recover against Defendant in this action.

ELEVENTH DEFENSE OR AFFIRMATIVE DEFENSE

11. Plaintiff's FAC is barred, in whole or in part, because Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, were paid all wages due to them on a timely basis.

TWELFTH DEFENSE OR AFFIRMATIVE DEFENSE

12. Plaintiff's claims pursuant to California Labor Code section 226 *et seq*. are barred to the extent that Plaintiff, and any putative class member and/or allegedly aggrieved employees that she seeks to represent, suffered no injury.

THIRTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

13. Plaintiff's claims for waiting time penalties pursuant to Labor Code section 203 are barred because Defendant did not willfully withhold wages over which there was no good faith dispute and, in fact, acted at all times with the good faith belief that Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, were compensated as required by law.

FOURTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

14. Plaintiff's FAC is barred, in whole or in part, because at all times Defendant was acting in good faith and had reasonable grounds for believing that its method of compensating Plaintiff, and any putative class member and/or allegedly aggrieved employees she seeks to represent, was lawful.

FIFTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

15. Plaintiff and the putative class's and/or allegedly aggrieved employees' claims that they were unlawfully denied a right to meal periods is barred to the extent that they were "provided" meal periods within the meaning of Sections 226.7 and 512 of the Labor Code, or as required by the applicable Industrial Welfare Commission Wage Order.

SIXTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

16. Plaintiff and the putative class's and/or allegedly aggrieved employees' claims that they were unlawfully denied their right to rest periods is barred to the extent that they were "authorized and permitted" to take a rest period within the meaning of Sections 226.7 and 512 of the Labor Code, or as required by the applicable Industrial Welfare Commission Wage Order.

SEVENTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

17. Plaintiff and the putative class's claims and/or allegedly aggrieved employees' claims as to Labor Code § 226 are barred, in whole or in part, because Defendant alleges that any failure to provide wage statements compliant with Labor Code § 226 was not willful and Defendant made every effort to comply with the regulation in good faith, and as such Defendant has not willfully failed to comply with the California Labor Code.

EIGHTEENTH DEFENSE OR AFFIRMATIVE DEFENSE

18. Plaintiff's underlying claim for failure to reimburse necessary business expenses is barred because Defendant had no knowledge, actual or constructive, of any unreimbursed business expense allegedly incurred by Plaintiff and any putative class member and/or allegedly aggrieved employees she seeks to represent.

NINETEENTH DEFENSE OR AFFIRMATIVE DEFENSE

19. Plaintiff's underlying claim for failure to reimburse necessary business expenses is barred because the expenses for which Plaintiff seeks reimbursement were not incurred as a direct consequence of the discharge of the employment duties of Plaintiff and any putative class member and/or allegedly aggrieved employees she seeks to represent. Rather, such expenses, if any, were incurred due to intervening causes, personal choices, or external factors not directly related to Plaintiff and the putative class's job responsibilities or Defendant's instructions.

TWENTIETH DEFENSE OR AFFIRMATIVE DEFENSE

20. Plaintiff's underlying claim for failure to reimburse necessary business expenses is barred because the expenses for which Plaintiff seeks reimbursement, and for which any putative class member and/or allegedly aggrieved employees she seeks to represent seeks reimbursement, were not necessary or reasonable expenditures within the meaning of California

Labor Code section 2802.

TWENTY-FIRST DEFENSE OR AFFIRMATIVE DEFENSE

21. Defendant provided itemized statements to Plaintiff and any putative class member and/or allegedly aggrieved employees she seeks to represent, and all information required to be set forth in the statements was included.

TWENTY-SECOND DEFENSE OR AFFIRMATIVE DEFENSE

22. Some or all of the purported causes of action in Plaintiff's FAC are subject to setoff, offset, and/or recoupment.

TWENTY-THIRD DEFENSE OR AFFIRMATIVE DEFENSE

23. Plaintiff's request for equitable relief is barred and/or improper to the extent that Plaintiff has an adequate remedy at law in that Plaintiff also requests monetary damages, interest and an award of attorneys' fees and costs.

TWENTY-FOURTH DEFENSE OR AFFIRMATIVE DEFENSE

24. The FAC, and each and every purported cause of action alleged therein, fails to state a cause or causes of action for attorneys' fees against Defendant.

TWENTY-FIFTH DEFENSE OR AFFIRMATIVE DEFENSE

25. Plaintiff's FAC fails to state facts sufficient to constitute a cause of action against Defendant that would support an award of punitive damages.

TWENTY-SIXTH DEFENSE OR AFFIRMATIVE DEFENSE

26. The claims of Plaintiff and/or allegedly aggrieved employees, under the Private Attorneys' General Act, are not manageable. Plaintiff's case as pled presents individualized issues of fact and law as to whether other allegedly aggrieved employees were, in fact, damaged in the manner Plaintiff alleges, by which it would require the testimony of individual persons on whose behalf civil penalties and other relief is sought in order for there to be any recovery on any such person's behalf. The Court may limit the evidence to be presented at trial or otherwise limit the scope of the claim filed to ensure that Plaintiff's representative action can be effectively tried.

TWENTY-SEVENTH DEFENSE OR AFFIRMATIVE DEFENSE

27. Plaintiff and other allegedly aggrieved employees failed to exhaust their internal

and administrative remedies, including but not limited to such exhaustion of remedies that is required as a condition precedent to maintenance of this action under Labor Code section 2699.3, and such failure bars their recovery, if any, against Defendant.

TWENTY-EIGHTH DEFENSE OR AFFIRMATIVE DEFENSE

28. Plaintiff does not have standing to bring certain claims under the Private Attorneys' General Act as Plaintiff, individually, has not suffered the alleged violation and therefore does not have standing nor the ability to claim penalties for said violation(s) incurred by other aggrieved employees.

TWENTY-NINTH DEFENSE OR AFFIRMATIVE DEFENSE

29. Plaintiff and other allegedly aggrieved employees failed to exhaust their internal and administrative remedies, including but not limited to such exhaustion of remedies that is required as a condition precedent to maintenance of this action under Labor Code section 2699.3, and such failure bars their recovery, if any, against Defendant.

THIRTIETH DEFENSE OR AFFIRMATIVE DEFENSE

30. Plaintiff does not have standing to bring certain claims under the Private Attorneys' General Act as Plaintiff, individually, has not suffered the alleged violation and therefore cannot suffer penalties for said violation(s) incurred by other aggrieved employees.

THIRTY-FIRST DEFENSE OR AFFIRMATIVE DEFENSE

31. Plaintiff's claims are barred in whole or in part because as evaluated by the totality of the circumstances, Defendant has taken all reasonable steps to be in compliance with the Labor Code sections identified in the Complaint and any preceding requests.

THIRTY-SECOND DEFENSE OR AFFIRMATIVE DEFENSE

32. Any recovery on Plaintiff's Complaint or the cause of action therein is barred on the ground that to the extent Plaintiff and other allegedly aggrieved employees worked overtime or off-the-clock, which Defendant denies, such work was not authorized, suffered, or permitted by Defendant and/or was performed without the actual or constructive knowledge and/or control of Defendant within the meaning of Section 2(G) of the applicable Wage Order, and/or as set forth by applicable law.

THIRTY-THIRD DEFENSE OR AFFIRMATIVE DEFENSE

33. Any penalties available to Plaintiff and/or any person on whose behalf relief is sought under PAGA are subject to equitable reduction pursuant to California Labor Code section 2699(e)(2) on the grounds that awarding the maximum available penalty against Defendant would be unjust, arbitrary, oppressive, and/or confiscatory.

THIRTY-FOURTH DEFENSE OR AFFIRMATIVE DEFENSE

34. Neither Plaintiff nor any person on whose behalf relief is sought are entitled to recover penalties from Defendant because an award of such penalties bears no reasonable relationship to actual damages, if any, and are therefore, unconstitutional under the California Constitution and United States Constitution.

THIRTY-FIFTH DEFENSE OR AFFIRMATIVE DEFENSE

35. The Complaint and each and every purported cause of action contained therein is barred to the extent Plaintiff, and any person on whose behalf relief is sought, failed to timely satisfy the notice and exhaustion requirements under PAGA, and to the extent that they otherwise failed to timely exhaust administrative remedies.

THIRTY-SIXTH DEFENSE OR AFFIRMATIVE DEFENSE

36. Plaintiff's claims for penalties are barred by the "excessive fines" clauses of the Eighth Amendment to the United States Constitution and Article I, Section 17 of the California Constitution.

THIRTY-SEVENTH DEFENSE OR AFFIRMATIVE DEFENSE

37. Plaintiff's Complaint is barred, in whole or in part, because a substantial portion of the putative class members Plaintiff seeks to represent entered into valid and enforceable arbitration agreements that include class action waivers. Accordingly, class certification is precluded, and Defendant expressly reserves the right to oppose class certification on this basis.

THIRTY-EIGHTH DEFENSE OR AFFIRMATIVE DEFENSE

38. Plaintiff's claims are subject to binding, contractual arbitration agreements. Defendant expressly reserves the right to bring a motion to compel the Complaint, and/or the claims the Plaintiff asserted in the Complaint, to binding arbitration pursuant to the arbitration

agreement executed by Plaintiff. Accordingly, Defendant's right to compel arbitration is hereby reserved.

RIGHT TO AMEND DEFENSES OR AFFIRMATIVE DEFENSES

39. Because the FAC is couched in broad and conclusory terms, and Defendant has not completed their investigation and discovery regarding the facts and claims asserted by Plaintiff, Defendant cannot fully anticipate all defenses that may be applicable to this action. Accordingly, the right to assert additional defenses, if and to the extent such defenses are applicable, is hereby reserved.

WHEREFORE, this answering Defendant prays as follows:

1. That Plaintiff take nothing by her FAC for damages;

2. That Plaintiff's FAC herein be dismissed in its entirety with prejudice;

3. That Defendant recover its costs of suit herein, including its reasonable attorneys' fees; and

4. That the Court award such other and further relief as it deems appropriate.

DATE: March 4, 2026

FISHER & PHILLIPS LLP

By: _____

Danielle H. Moore
Keia J. Atkinson
A.J. Sparagna
Matthew C. Costello
Attorneys for Defendant
OBSIDIAN ENTERTAINMENT, INC.

PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On the below date, I served the following document **ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT OBSIDIAN ENTERTAINMENT, INC. TO PLAINTIFF'S FIRST AMENDED COMPLAINT** on the persons listed below as follows:

Jessica L. Campbell (SBN 280626)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Attorneys for Plaintiff Victoria Turner, individually, and on behalf of all others similarly situated

T: 949-379-6250
E: jcampbell@aegislawfirm.com; kcastaneda@aegislawfirm.com

☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Diego California, in a sealed envelope with postage fully prepaid.

☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

[X] **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed March 4, 2026, at San Diego, California.

Kelly Chavez
Print Name

By: _____
Signature